CUSTOM SOFTWARE DEVELOPMENT AGREEMENT

1. Identification of the Parties

This Agreement is made between Export Finance Systems (the "Customer") and InfoRespond (the "Developer").

2. Purpose of Agreement

Customer desires to retain Developer as an independent contractor to develop the computer software (the "Software") described in the Deliverables and Schedule attached to the Agreement as Exhibit A and in the Functional Specifications attached to this Agreement as Exhibit B and incorporated herein by reference. Developer is ready, willing and able to undertake the development of the Software and agrees to do so under the terms and conditions set forth in this Agreement. Accordingly, the parties agree as follows:

3. Delivery and Payment

The delivery and payment schedule is detailed in Exhibit A.

4. Major Changes in Project Scope

If at any time following acceptance of this Agreement by Customer, Customer should desire a change that will substantially alter or amend the Specifications, Customer shall submit to Developer a description specifying the desired changes.

Customer is advised to note that changes initiated after system construction has commenced can be substantially more expensive that changes initiated while the system is being designed, as the changes might necessitate substantial rework and retesting.

Developer will evaluate each such proposal and advise Customer of the impact the proposed changes will have on the hours allocated to system development, costs, delivery dates or other provisions of this Agreement. Developer shall submit to Customer a written response to each such proposal within 5 working days following receipt thereof.

Changes to the Specifications shall be evidenced by a "Modification Agreement". The Modification Agreement shall amend this Agreement appropriately to incorporate the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. The Modification Agreement shall be signed by authorized representatives of Customer and Developer, whereupon Developer shall commence performance in accordance with it.

For purposes of this Agreement, each Modification Agreement duly authorized in writing by Customer and Developer shall be deemed incorporated into and made part of this Agreement. Each such Modification Agreement shall constitute a formal change to this Agreement, adjusting fees and completion dates as finally agreed upon. The payment schedule for modifications will be agreed upon by the Customer and Developer and will be based on the overall project payment schedule in Exhibit A.

5.   *Elaboration of Specifications*

Developer will ensure the system is in substantial conformance with the project's written specifications as detailed in Exhibit B. If there are design points that are not covered in the specifications, Developer will make its best estimate as to how to implement the points, based on its understanding of general system principles and of Customer's business, system environment, and project specifications. If the customer wishes Developer to modify the delivered system to address functionality, environmental or appearance issues that are not covered in the specifications, Developer will charge its customary hourly rate for these changes and additions.

6.   *Delays*

Developer shall use all reasonable efforts to deliver the Software on schedule. Developer shall inform Customer at its earliest opportunity of any anticipated delays in the delivery schedule.

Developer shall not allow any delivery date to slip by more than thirty (30) calendar days. If any delivery date is missed by more than 30 days (excluding excusable delays), Customer may, at its option, consider the delay an irreparable delay and a default of the Developer under this Agreement. Should Customer elect to excuse the delay, it shall do so in writing, which will include new delivery dates.

The delivery schedule shall be adjusted for mutually agreed-upon delays, or for delays solely attributable to Customer. Customer delays include, but are not limited to, incomplete or inaccurate specifications, slow response to questions from Developer, or a systems environment operating in a nonstandard, inconsistent or incorrect manner.

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics.

7.   *Acceptance Testing of Software*

Customer shall have 15 days from the date of delivery of the Software to inspect, test and evaluate it to determine whether the Software is in substantial conformance with the Specifications before the first Acceptant Testing payment is due.

Customer shall have 45 days from the date of delivery of the Software to inspect, test and evaluate it to determine whether the Software is in substantial conformance with the Specifications before the final Acceptant Testing payment is due.

If the Software is not in substantial conformance with the Specifications, Customer shall give Developer written notice stating why the Software is unacceptable. Developer shall have 15 days from the receipt of such notice to correct the deficiencies. Customer shall then have 15 days to inspect, test and evaluate the Software. If the Software still does not satisfy the acceptance criteria, Customer shall have the option of either (1) repeating the procedure set forth above, or (2) terminating this Agreement pursuant to the section of this Agreement entitled "Termination." If Customer does not give written notice to Developer within the initial 15-day inspection, testing and evaluation period or any extension of that period, that the Software does not satisfy the acceptance criteria, Customer shall be deemed to have accepted the Software upon expiration of such period.

8.   *Maintenance of Software*

All work performed by Developer after acceptance period will be charged at Developer's customary rate. Developer has a minimum charge of 4 hours for work performed at a customer's site.

9.   *Migration of Historical Data*

Developer will, at Customer's option, migrate historical data from Customer's existing system and the existing system of Customer's customers to the new system. Each migration will cost approximately $400. The Customer's historical data must be delivered to Developer via electronic mail or physical delivery, and Developer will return the data in the new format via electronic mail or the US postal service.

10.   *Documentation and Training*

Developer is only obligated to develop documentation and provide training specifically mentioned in Exhibit A.

11.   *Environmental Compatibility*

Developer warrants that the software developed will work on a workstation running the current (as identified in Exhibit A) version of the operating system, supporting device drivers, and required third-party software, and with sufficient hardware resources. "Current" means the most recent release and service pack level. If the customer's workstation has an old or not fully functional operating system or supporting system, the developed software is not warranted to work properly. In addition, if Customer wishes Developer bring Customer's computing environment to current release levels and correct functionality, the Developer will charge its customary hourly rate for these tasks. Updating the Customer's environment may cause excusable delays in the delivery schedule.

12.   *Ownership of Software*

Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, Developer hereby assigns its entire right, title and interest (including trade secret, patent and copyright interest) in the Software and associated documentation to Customer. Developer agrees to cooperate with and assist Customer to apply for and execute any applications and/or assignments reasonably necessary to obtain any copyright, patent, trademark or other statutory protection for the Software and associated documentation. All such applications shall be made at Customer's expense.

13.   *Ownership of Background Technology*

Customer acknowledges that Developer owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Developer may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."

Customer agrees that Developer shall retain any and all rights Developer may have in the Background Technology. Developer grants Customer an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to Customer under this Agreement, and all updates and revisions thereto. However, Customer shall make no other commercial use of the Background Technology without Developer's written consent.

14. Intellectual Property Infringement Claims

Developer believes that to the best of its knowledge the Software delivered to Customer under this Agreement will not infringe any valid and existing intellectual property right of any third party.

Developer shall have no liability for, and shall not indemnify Customer for, any infringement claim resulting from Customer's:

a) modification of the Software;

b) combination of the Software with hardware, software or other items provided by anyone other than Developer; or

c) use of the Software in any manner not specified in the Specifications or documentation provided by Developer.

15. Limitation of Developer's Liability to Customer

In no event shall Developer be liable to Customer for lost profits of Customer, or special or consequential damages, even if Developer has been advised of the possibility of such damages.

16. Developer's Liability for Third Party Claims

Developer shall not be liable for any claim or demand made against Customer by any third party except to the extent such claim or demand relates to copyright, patent, trade secret or other proprietary rights, and then only as provided in the section of this Agreement entitled Intellectual Property Infringement Claims.

17. Confidentiality

Developer acknowledges that it will acquire information and materials about Customer, including, but not limited to, its business plan, data processing techniques, computer programs, experimental works and lists of its customers and suppliers. Customer acknowledges that it may acquire information and materials about Developer, including, but not limited to, its methods, systems, technology and know-how.

Both parties acknowledge that all such knowledge, information and material so acquired are the trade secrets and confidential and proprietary information of the other party (hereafter "Confidential Information"). Both parties agree, during the term of this Agreement, and for 3 years following the completion of the last services provided by Developer for the Customer, to hold such Confidential Information in strict confidence and not to disclose it to others or use it in any way without the other party's prior written authorization.

Either party may disclose Confidential Information to an employee or agent of the party who must have such information to perform its obligations under this Agreement, provided that the employee or agent has been advised of the confidential nature of such information and is under an express written obligation to maintain such confidentiality.

Developer agrees that the Software is Customer's sole and exclusive property. Developer shall treat the Software on a confidential basis and not disclose it to any third party without Customer's written consent, except when reasonably necessary to perform the services under this Agreement. Developer shall be relieved of this confidentiality obligation if and when Customer discloses the Software without any restriction on further disclosure.

Excluded materials: Developer and Customer shall have no obligation to keep confidential or refrain from using any information which:

a) was in its possession or known to it, without an obligation to keep it confidential, before such information was disclosed to it by the other party;

b) is or becomes public knowledge through no fault of its own;

c) is disclosed by the other party to others without any restriction on use and disclosure; or

d) is or becomes lawfully available to it from a source other than the other party.

18. Prior Confidentiality Agreements

The confidentiality section in this contract does not replace any prior confidentiality agreements between Developer and Customer.

19. Term of Agreement

This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement.

20. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

The rights and obligations under the sections entitled "Intellectual Property Infringement Claims," "Confidentiality" and "General Provisions" shall continue to bind the parties after termination of the Agreement as provided herein.

If this Agreement is terminated by Customer because of Developer's default, Customer shall have to option to either:

a) return to Developer all copies and portions of the Software and related materials and documentation in its possession furnished by Developer under this Agreement, whereupon Developer shall promptly return all monies received from Customer under this Agreement, or

b) pay Developer all amounts owed or accrued for the work performed under this Agreement, whereupon all rights and licenses granted to Customer by Developer under this Agreement shall continue and survive royalty-free and fully paid-up.

If Developer terminates this Agreement because of Customer's default, all of the following shall apply:

a) Customer shall immediately cease use of the Software

b) Customer shall, within 10 days of such termination, deliver to Developer all copies and portions of the Software and related materials and documentation in its possession furnished by Developer under this Agreement.

c) All amounts payable or accrued to Developer under this Agreement shall become immediately due and payable.

d) All rights and licenses granted to Customer under this Agreement shall immediately terminate.

21. Insolvency

If either party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or ceases to conduct business, it shall be considered in default of this Agreement. If any of these events happen to a party, it shall immediately notify the other party.

22. Taxes

Customer shall be responsible for payment of all taxes based on work performed or products delivered under this Agreement except for all of Developer's income taxes and employment taxes.

23. Assignment

This is a personal services contract. Neither party may assign or subcontract its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

24. Non-Recruiting

Customer agrees not to knowingly hire or solicit Developer's employees during performance of this Agreement and for a period of 2 years after termination of this Agreement without Developer's written consent.

25. General Provisions

Complete Agreement: This Agreement together with the Proprietary Information Agreement dated January 14, 1998, and all exhibits, appendices or other attachments which are incorporated herein by reference, is the sole and entire Agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of this Agreement and the Proprietary Information Agreement, the Proprietary Information Agreement shall take precedence.

Modifications to Agreement: Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

Developer an Independent Contractor: The parties acknowledge that Developer will perform its obligations hereunder as an independent contractor. The manner and method of performing such obligations will be under Developer's sole control and discretion; Customer's sole interest is in the result of such services. It is also expressly understood that Developer's employees and agents, if any, are not Customer's employees or agents, and have no authority to bind Customer by contract or otherwise.

Notices: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or five days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

Customer:

> Export Finance Systems, Inc.
> 44 Montgomery Street
> San Francisco, CA 94104

Developer:

> InfoRespond

3622 Broderick Street
Suite 1
San Francisco, CA 94123

Attorney Fees: If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses, in addition to any other relief to which it may be entitled.

Applicable Law: This Agreement will be governed by the laws of the State of California.

Severability: If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.

Headings Not Controlling: The headings in this Agreement are for reference purposes only and shall not be construed as a part of this Agreement.

26. Signatures

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

Customer:
[NAME OF CUSTOMER]

By: _Robert Martin_
(signature)

Robert S. Martin
(typed or printed name)

Title: _Sr, V.P._

Date: _Feb. 2, 1998_

Developer:
[NAME OF DEVELOPER]

By: _____
(signature)

Andrew Goodman
(typed or printed name)

Title: _Principal_

Date: _Feb 2, 1998_

Exhibit A.1 Delivery And Payment Schedule

Item	Date	Payment
Starting Payment	Feb 2, 1998	$4,300
Milestone: Security, Exporter & Buyer forms	Feb 16	
Milestone: Invoice processing forms	Feb 23	
Milestone: Reports, including new Buyer Credit Limit report	Mar 2	
Initial Delivery of Application	Mar 7	$8,600
Initial Acceptance Testing finished	Mar 21	$4,300
Delivery of setup program with run-time Access	April 6	
Final Acceptance Testing Finished	Apr 20	$4,300

Project total cost: $21,500

Deliverables:
1. Programmable Access Database
2. Installation disks with run-time version of Access
3. Documentation on security administration
4. Business Rules documentation

Exhibit A.2 Minimum System Requirements

Hardware and 3rd party software will be supplied by the Customer.

Hardware

Pentium 90 CPU
16+ MB RAM
100 MB disk available

3rd Party Software

Windows 95, Service Pack x

1. Conversion

The application will be converted from Access 2 to Access 97.

Existing functionality aside from points addressed below will be maintained.

All existing processing login, wherever it may reside (forms, macros, or modules) shall be re-written in Visual Basic for Applications to address the proposed changes detailed below.

2. Tables

2.1. Overview

In general, the following changes will be made to the tables:

1. A new logical data structure and Entity-Relationship diagram will be created
2. The logical structure will be implemented in physical tables
3. Referential integrity rules will be designed and implemented
4. A portable, consistent naming convention will be applied to all table and field names
5. Secondary indices will be established where needed for performance improvements
6. BuyerParent and supporting tables will be created.

Listed below are anticipated changes that are in addition to the general changes discussed above. During the construction phase, the need for additional changes or modifications to the anticipated changes might arise. If these changes affect the externals of the system, the changes will be discussed with EFS before the changes are implemented.

Forms will be updated to reflect changes made to tables and fields.

Some fields have been removed from Forms. Matching changes are not detailed in this Tables section, but the fields will be removed from the underlying table.

2.2. Specific Changes

2.2.1. Bank Acct Type

None.

2.2.2. Buyer Type

None.

2.2.3. Change Order

Order functionality removed.

2.2.4. Change OrderBal

Order functionality removed.

2.2.5. Company Type

None.

2.2.6. Country Limits

None.

2.2.7. Country Table

Add first and last filing dates.

2.2.8. Exporter Bank Data

Merge into new Exporter table.

2.2.9. Exporter Corporate Data

Merge into new Exporter table.

2.2.10. Exporter Credit Limit

Merge into new Exporter table.

2.2.11. Exporter Gen'l Data

Merge into new Exporter table.

2.2.12. Exporter Gen'l Sales Data

None.

2.2.13. Foreign Buyer Bank Data

Applies to Buyer, not BuyerParent. Allow 0..n:1 with Buyer.

2.2.14. Foreign Buyer Corporate Data

Merge into new Buyer table, create fields in BuyerParent as appropriate.
Add DefaultCurrency

2.2.15. Foreign Buyer Credit Limit

Merge into new Buyer table, create fields in BuyerParent as appropriate.
Add ApplyCountryLimit flag.

2.2.16. Foreign Buyer Financial Data

Remove.

2.2.17. Foreign Buyer Gen'l Data

Merge into new Buyer table, create fields in BuyerParent as appropriate.

Remove masking on PostalCode field.

2.2.18. Foreign Buyer Sales & Credit History

Merge into new Buyer table, create fields in BuyerParent as appropriate.

2.2.19. Foreign Buyer Trade Reference

Applies to Buyer, not BuyerParent. Allow 0..n:1 with Buyer.

2.2.20. Freight Type

None.

2.2.21. Insurance Reasons

None.

2.2.22. Inv Credits and Adj Data

Rename to Credits.

2.2.23. Inv Credits and AdjBal

Probable removal, Inv balance will be dynamically calculated or stored in the Invoice table.

2.2.24. Order Data

Order functionality removed.

2.2.25. Ownership

Possible removal.

2.2.26. Partial Remit

Might be combined with Credits.

2.2.27. PastDueBalance

Possible removal.

2.2.28. Policy Data

1. Add fields for earliest, latest filing
2. Sum of buyer's DCL cannot exceed policy aggregate limit.

3.   Each buyer limit cannot exceed the policy discretionary limit.

2.2.29.   Ship Terms

None.

2.2.30.   Shipment Data

Rename to Shipment. Add field for InsurancePartial. Add field for policy limit error. Duplicate all $ fields for local currency.

Remove error fields and replace with the CoverageTest table.

2.2.31.   Shipment DataBal

Possible combine with Shipment.

2.2.32.   SIC Table

Remove.

2.3.   New Tables

2.3.1.   Currency

The table might be added to keep track of changes in currency values:

1. Country
2. CurrencySymbol
3. ExchangeRate
4. AsOfDate

2.3.2.   CoverageTest

The table replaces the error fields allows

1   Shipment ID
2   Test ID
3   Results (pass/fail)
4   Fail details

2.3.3.   CoverageTestDescription

The table provides help for coverage tests

1   Test ID
2   Test Name
3   Test Description

3. Forms

3.1. *Overview*

In general, the following changes will be made to the forms:

1. Edit/View pairs will be combined into one form. There will be a toggle button so the user can switch states. Depending on the user's security level, only the view state might be available.

2. Business rules associated with validation and triggering other data changes will be moved from the form to stand-alone routines to facilitate bulk data import as well as manual data entry.

3. A new form will be added for Buyer Parent.

4. All Exporter forms will be combined into one longer form. All Buyer forms will be combined into one longer form.

5. Graphics such as forklifts and checks will be removed.

6. The existing color scheme, form editing, and navigation paradigm will be retained.

7. Ensure that the case of BuyerId is consistent throughout all forms.

8. Shipment Error check boxes will be replaced with a CoverageTest sub-form on all applicable forms.

9. Remove EFS Only notation wherever it occurs.

10. On all forms with help text, move the help text to a pop-up form that is displayed when the user presses a help button.

11. Add a copyright notice to the bottom of all forms.

3.2. *Specific Changes*

3.2.1. ActivityRpt

None.

3.2.2. Add Chg Orders

Remove.

3.2.3. Aging

Change two date fields to one: As-Of Date.

3.2.4. AgingSubMenu

None.

3.2.5. Buyer Bank Data

Combine in new Buyer form.

3.2.6. Buyer Bank Data-View

Remove.

3.2.7. Buyer Corp Data

Combine in new Buyer form. Remove SIC field. The buyer screen will now have two drop down boxes in the top right corner: a parent buyer and a child buyer box.

3.2.8. Buyer Corp Data-View

Remove.

3.2.9. Buyer Credit Limit

Combine in new Buyer form.

Combine DCL and SBCL into one set of credit limit fields, with tri-state field (DCL, SBCL, none) to indicate how the credit limit fields are used.

3.2.10. Buyer Credit Limit-View

Remove.

3.2.11. Buyer Financial Data

Combine in new Buyer form. Remove balance sheet fields.

3.2.12. Buyer Financial Data-View

Remove.

3.2.13. Buyer Gen'l Data

Combine in new Buyer form. Remove mask on postal code.

3.2.14. Buyer Gen'l Data-View

Remove.

3.2.15. Buyer Sales/Crd History

Combine in new Buyer form. Remove Sales, reasons field. Add highest credit date field.

3.2.16. Buyer Sales/Crd History-View

Remove.

3.2.17. Buyer Trade Reference

Combine in new Buyer form.

3.2.18.   Buyer Trade Reference-View

Remove.

3.2.19.   Change Order Data

Remove.

3.2.20.   Country Lmt Screen

Remove off cover field.

Add currency conversion rate, foreign exchange contract yes/no, expiration date fields

Add functionality to reprocess all unsold invoices at the current conversion rate.

3.2.21.   Country Lmt Screen-View

Remove.

3.2.22.   Enter Exporter Appl

None.

3.2.23.   Enter Order Data

Remove.

3.2.24.   Exporter Bank Data

Combine in new Exporter form.

3.2.25.   Exporter Bank Data-View

Remove.

3.2.26.   Exporter Corp Data

Combine in new Exporter form. Remove Sales fields.

3.2.27.   Exporter Corp Data-View

Remove.

3.2.28.   Exporter Credit Limit

Combine in new Exporter form.

3.2.29.   Exporter Gen'l Data

1   Combine in new Exporter form.
2   Remove num employees, years exporting, yrs exporting on terms, reason for insurance, other..

3   Add local currency

3.2.30.   Exporter Gen'l Data-View

Remove.

3.2.31.   Exporter Gen'l Sales Data

Remove.

3.2.32.   Exporter Gen'l Sales Data-View

Remove.

3.2.33.   Financing

None.

3.2.34.   FinancingRpts

None.

3.2.35.   FinancingSubMenu

None.

3.2.36.   Interest & Bank Remit

None.

3.2.37.   Interest & Bank Remit-Partial Pymt

None.

3.2.38.   Inv Adj Data

Delete order ID.

3.2.39.   Inv Adj Data-View

Remove.

3.2.40.   PastDue

None.

3.2.41.   Policy Screen

Add fields for Earliest Filing date after default, Latest filing date after default.

3.2.42.   Policy Screen-View

Remove.

3.2.43.   PremRpt

None.

3.2.44.   Print Reports

None.

3.2.45.   Pymt Hist

None.

3.2.46.   Select Invoices

Add Save to confirm, Edit a selected invoice buttons.

3.2.47.   Select Order Forms

Remove.

3.2.48.   Select Pymt Forms

Combine with select invoice form. Default amount remitted to payment received. Show all invoices or only those with payment received.

3.2.49.   Select Shipment Forms

None.

3.2.50.   Shipment/Inv Data

4   Set focus on address 1 after save of invoice.
5   Show parent, child buyer in top drop-down boxes.
6   Remove buyer ID, name field from body section of form.
7   Delete order fields.
8   Ship amount, date defaults to invoice date.
9   Remove partial ship, ship no, final ship fields.
10   Replace ship no with PO.
11   Add product dispute check box.
12   Default currency to local currency for buyer.
13   Remove financial statements missing warning.
14   Add buyback button, which brings up a buyback form.

3.2.51.   Shipment/Inv Data-View

Add parent buyer drop-down. Delete Order ID.

3.2.52. Sold Invoices

None.

3.2.53. View Credit Limits

None.

3.2.54. Welcome

Delete Orders option.

3.2.55. Payment History

The payment history form is currently under development by EFS's prior developer. When completed, the form will be delivered to InfoRespond.

3.3. New Forms

3.3.1. Buyback

Allows a sold invoice to be bought back from the bank.

4. Reports

4.1. Overview

1   On all aging reports: A) Adjust for product dispute invoices; B) Add a project dispute checkbox; C) sort by Buyer, Inv Date, Inv number.

2   Consistently display full and internal report name.

4.2. Specific Changes

4.2.1. Activity Report Detail

Add PO #..

4.2.2. Activity Report Detail Sub

None.

4.2.3. Activity Report Detail Sub GT

None.

4.2.4..   Activity Report Summary

None.

4.2.5.   Aging-Insured

See general notes.

4.2.6.   Aging-Invoice Date

Adjust for product dispute invoices.

Move InvNum field after Due Date.

4.2.7.   Aging-Sold As Of

Ensure As Of functionality works correctly. Adjust for product dispute invoices.

4.2.8.   Aging-Sold Date

Adjust for product dispute invoices.

4.2.9.   Aging-Sold Date Sort by Inv Date

Adjust for product dispute invoices.

4.2.10.   Buyer Credit Limits Report

Remove total for highest credit.

4.2.11.   Country Limit Report

Remove shipment pending column.

4.2.12.   Exporter Credit Limit Report

None.

4.2.13.   Financing:Selected Invoices

Add PO number, B/L number.

4.2.14.   Financing:Sold Invoices

Add PO number, B/L number.

4.2.15.   Interest and Bank Remittance

None.

4.2.16. Pastdue Invoices

Add notice for 60 days prior to last filing date. True if ((today - due date in days) + 60) > min(country last file date, policy last file date)

Add product dispute checkbox.

Remove Order Id. (Replace with PO?)

4.2.17. Payment History

None.

4.2.18. Pending Shipment Report

Remove.

4.2.19. Premium Rpt

Verify filter is ship dates within report date range

Get premium in heading from Policy table.

Add footer: Buyer premium rates might be different that then policy premium rate.

4.2.20. Premium Rpt Detail

None.

4.2.21. rFinancing

None.

4.3. New Reports

4.3.1. Country Limit Detail

Create a Country Limit Buyer Detail report include buyer limits.

4.3.2. Borrowing Base

Create per samples provided by EFS.

5. New Features

5.1. Security

We will enable Access's built-in security. We will add the following groups:

1. Developer – Used by programmers working on the system. All table, form, and report objects are accessible, and default Access menus and toolbars are available

2. EFS Admin – Used by EFS staff to configure the system

3. Client Admin – Used by the client to configure the system

4. Supervisor – Has view/edit authority on all forms and modes not reserved to the Admin levels

.5. Operator – Has view/edit authority on all forms and modes not reserved to the Admin and supervisor levels.

6. Browser – Can view but not edit.

5.2. *Data Import*

Bulk invoice and payment data import will not be implemented in this version of the system. However, the system re-write will implement business rules such as but not limited to insurance eligibility or outstanding balance calculations as standalone callable modules so that no re-work is needed to implement bulk data import.

5.3. *Processing Forms*

. Processing forms will be added on an as-needed basis. Initially, a function to recalculate past due invoices will be added.

6. Additional Deliverables

6.1. *Data Migration*

When requested by EFS. InfoRespond requests as much advance notice as possible, but at least one week.

6.2. *Business Rules*

6.2.1. Limit Hierarchy

Test for Policy limit, country limit, buyer limit.

6.2.2. Country Limits

. · Ensure country limits are being calculated and applied to an invoice.

6.2.3. Coverage Tests

1 All tests aside from Past Due are recalculated whenever payments are processed.

2 Add Policy Limit test